

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

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In re: )  
 )  
 ) Chapter 11  
STEWARD HEALTH CARE SYSTEM, )  
LLC, at al., ) Case No. 24-90213 (CML)  
Debtors.<sup>1</sup> ) (Jointly Administered)  
 )

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**OBJECTIONS OF GREATER ANESTHESIA SOLUTIONS, LLC TO CONFIRMATION  
OF DEBTORS' CHAPTER 11 PLAN OF REORGANIZATION AND FURTHER  
NOTIFICATION REGARDING ELECTION OF GREATER ANESTHESIA  
SOLUTIONS, LLC TO OPT-OUT FROM ADMINISTRATIVE EXPENSE CLAIMS  
CONSENT PROGRAM UNDER DEBTORS' PLAN OF REORGANIZATION**

(relates to ECF Nos. 5021, 5023, and 5036)

**JURISDICTION AND VENUE**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157.

This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L).

2. Venue is proper before this Court pursuant to 28 U.S.C. § 1408 and 1409.

3. This Court also has broad authority to exercise jurisdiction and control over the administration of this case under 11 U.S.C. § 105 to act as appropriate or necessary in the aid of the exercise of its jurisdiction.

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<sup>1</sup> A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/Steward>. The Debtors' service address for these chapter 11 cases is 1900 N. Pearl Street, Suite 2400, Dallas, Texas 75201.

**NOTICE BY GREATER ANESTHESIA SOLUTIONS, LLC TO OPT-OUT OF  
ADMINISTRATIVE CLAIMS CONSENT PROGRAM**

4. On June 30, 2025, counsel for Greater Anesthesia Solutions, LLC (“GAS”) spoke with a representative of Kroll, the Debtors’ claims and noticing agent and solicitation agent for purposes of both receiving votes on confirmation of the Debtor’s Plan and notifications regarding whether administrative claimants agreed to Opt-In or Opt-Out of the Administrative Claims Consent Program provided for under the Debtors’ Plan of Reorganization. Counsel for GAS requested the “Unique E-Opt-Out ID Number” applied to GAS administrative claim. As shown in the exhibits attached to these Objections, GAS has filed a timely administrative claim in these bankruptcy cases in the amount of \$536,025.75 (the “Administrative Claim”). A copy of GAS filed Administrative Claim in this bankruptcy case is attached hereto as part of Exhibit “1” to these Objections.

5. Counsel for GAS was informed that the request for the Unique E-Opt-Out ID Number applicable to GAS should be submitted in writing to Kroll’s email address for receiving such requests in these bankruptcy cases. A request was made on June 30, 2025 by email to Kroll. At 10:38 a.m., Pacific Time, counsel for GAS received a response from Kroll indicating that the request was being examined, but this correspondence to not provide the Unique E-Opt-Out ID Number to GAS’ legal counsel.

6. Legal counsel for GAS has also confirmed that nothing was transmitted to the client representatives of GAS who are on GAS Proof of Administrative Claim and on a Request for Notice filed for them in these bankruptcy cases.

7. Under the Administrative Expense Consent or Opt-Out Program under the Debtors’ Plan of Reorganization, it is specified that the Unique E-Opt-Out ID Number must be included with the transmission of the Form submitted indicating that GAS was opting out of the Administrative Claim Consent Program. However, having not received this number, on June 30,

2025, GAS sent by FedEx to the address specified for transmission by mail of the form for Opting Out of the Administrative Claim Consent Program at Kroll in Brooklyn, New York, the completed form stating that GAS was exercising its right to Opt Out of the Program. A true and correct copy of the completed form Opting Out of the Program is attached hereto as Exhibit "1". Also attached to Exhibit "1" is the cover letter to Kroll transmitting the Opt-Out Form as well as the FedEx receipt showing delivery of the Opt-Out Form to Kroll's designated address in Brooklyn, New York.

8. Accordingly, lacking the Unique E-Opt-Out ID Number from the Debtor's agent Kroll who has not transmitted this information as of the preparation and filing of these Objections, GAS has done all that it can to notify the Debtors that it was not participating in the Administrative Claim Consent Program and was choosing to Opt-Out of it consistent with the procedures described in the Order approving the Debtor's Disclosure Statement (conditionally) and providing other notices regarding the hearing on Confirmation of the Debtor's Plan and related matters. By its transmission of the Opt-Out form to Kroll in Brooklyn, New York and by this notification provided in this pleading, GAS has made clear that it does Opt-Out of the Administrative Claim Consent Program. This notification was provided by FedEx to Kroll, with receipt on July 1, 2025 confirmed and was further supplied in these Objections which, in part, provide the same notification.

#### **OBJECTIONS TO CONFIRMATION OF DEBTORS' PLAN OF REORGANIZATION**

9. The Debtors' Plan of Reorganization fails to provide properly for the payment of GAS' Administrative Claim on the Plan's Effective Date. With regard to Administrative Claims allowed under Section 503(a)(1) and 507(a)(2) which is GAS' claim, the Plan fails to comply with the provisions of Section 1129(a)(9)(A) which states:

## **11 U.S. Code § 1129 - Confirmation of plan**

(a)The court shall confirm a plan only if all of the following requirements are met:

(9)Except to the extent that the holder of a particular claim has agreed to a different treatment of such claim, the plan provides that—

(A) with respect to a claim of a kind specified in section 507(a)(2) or 507(a)(3) of this title, on the effective date of the plan, the holder of such claim will receive on account of such claim cash equal to the allowed amount of such claim

10. The Debtors' Plan does not propose that treatment on account of GAS' Administrative Claim. The Plan contains nothing more than vague promises or hopes that litigation will yield sufficient funds, perhaps as long as two years after confirmation of the Plan. The Debtor artificially defines the Plan's "effective date" as an undefined date in the future when funding to pay administrative claims will be obtained through litigation recoveries. Otherwise, Debtors indicate that the bankruptcy cases will have to be converted to Chapter 7 if the litigation recoveries turn out to be insufficient. Such delays to the Plan's Effective Date are not permitted under applicable law. *See In re 4848, LLC*, 490 B.R. 343 (Bankr., E.D. Wis., 2013); *In re Central European Industrial Development Co., LLC*, 288 B.R. 572 (Bankr., N.D. Cal., 2003)

11. Further some of the cited cases and other cases addressing treatment or impairment of creditors' claims occasioned by a delay in the Plan's Effective Date have required Debtors in appropriate circumstances to pay interest to such creditors. The administrative claimants in this case are being delayed, perhaps for two years and perhaps more (if ever) regarding payment of their claims. If they are going to be forced to wait for such an extended period because the Court concludes that the delayed Effective Date does not violate Section 1129(a)(9)(A) of the Code, at least these creditors should earn and receive interest on their claims for the substantial time they are being asked to wait for payment under the Debtors' Plan.

**RESERVATIONS OF RIGHTS AND JOINDER IN CONFIRMATION OBJECTIONS  
OF SIMILARLY SITUATED ADMINISTRATIVE CLAIMANTS**

12. GAS reserves all of its rights, claims, defenses, and remedies, including, without limitation, the right to amend, modify, or supplement this Objection and to raise additional objections at the hearing to consider the Motion.

13. Joinder in Objections to Plan Confirmation of Similarly Situated Administrative Claimants: GAS joins in the objections to confirmation of the Debtors' Plan which are to be filed on July 2, 2025 by similarly situated administrative claimants.

**CONCLUSION**

WHEREFORE, for the reasons set forth herein, GAS respectfully submit that the Court should receive its Form to Opt-Out of the Administrative Claims Consent Program, that the Court should deny confirmation of the Debtors' Plan of Reorganization and that GAS receive such other and further relief as is just and appropriate in the circumstances.

DATED: July 1, 2025

Respectfully submitted,

**GREENSPOON MARDER LLP**

By:



Victor A. Sahn  
1875 Century Park East, 19<sup>th</sup> Floor  
Los Angeles, CA 90071  
(213) 626 2311  
(818) 519 3930 (Direct)  
[Victor.sahn@gmlaw.com](mailto:Victor.sahn@gmlaw.com)

**Attorneys for Greater Anesthesia Solutions,  
LLC  
Administrative Claimant**

# EXHIBIT 1



Victor Sahn, Partner  
1875 Century Park East, Suite 1900  
Los Angeles, California 90067  
Phone: 323.880.4520  
Fax: 954.771.9264  
Direct Phone: 213.617.5211  
Direct Fax:  
Email: victor.sahn@gmlaw.com

June 30, 2025

**BY FEDERAL EXPRESS OVERNIGHT DELIVERY ON JULY 1, 2025**

Steward Health Care System LLC Ballot Processing Center  
c/o Kroll Restructuring Administration LLC  
850 3rd Avenue, Suite 412  
Brooklyn, NY 11232

Re: Steward Health Care System Chapter 11 Cases  
Consent Program Opt-Out Form by Greater Anesthesia Solutions, LLC,  
Administrative Claimant in the Amount of \$536,025.75

Dear Sir or Madam:

This law firm represents Greater Anesthesia Solutions, LLC ("GAS") in the Steward Health Care System Chapter 11 Bankruptcy Cases. GAS has submitted an administrative claim in these bankruptcy cases in the amount of \$536,025.75. A copy of the Proof of Claim filed by GAS is attached.

Enclosed with this letter is GAS' Consent Program Opt-Out Form submitted pursuant to the procedures outlined in the Debtor's Chapter 11 Plan and Disclosure Statement. Neither my client nor I have been provided with the "Unique E-Opt-Out ID#" set forth on page 7 of the Opt-Out Form. Accordingly, this Opt-Out Form is returned to you without that number because in spite of my client's requests for it, the number has not yet been provided by the Debtors or by Kroll Restructuring Administration in spite of our written requests for it.

Thank you. All rights reserved.

Very truly yours,

GREENSPOON MARDER LLP

A handwritten signature in blue ink, appearing to read "Victor Sahn". It is positioned below the firm's name.

Victor Sahn, Partner

Case 24-90213 Document 5284 Filed in TXSB on 07/01/25 Page 8 of 43  
Steward Health Care System LLC Ballot Processing Center  
c/o Kroll Restructuring Administration LLC  
June 30, 2025  
Page No. 2

vas

Cc: Mr. Ryan LeSueur (Email Only)  
Mr. Scott Shumway" (Email Only)

Attachments to this Correspondence:

Proof of Administrative Claim of Greater Anesthesia Solutions LLC in the amount of  
\$536,025.75

Greater Anesthesia Solutions' Consent Program Opt-Out Form"

**Greater Anesthesia Solutions' Proof of Claim  
in the Amount of \$536,025.75**

# United States Bankruptcy Court, Southern District of Texas

**Fill in this information to identify the case (Select only one Debtor per claim form):**

**Debtor:** Steward Health Care System LLC

**Case Number:** 24-90213

## **Proof of Administrative Expense Claim**

Read the instructions before filling out this form. This form is for asserting claims entitled to administrative priority pursuant to 11 U.S.C. § 503(b) and 11 U.S.C. § 507(a)(2) against one of the below Debtors arising on or after May 6, 2024. Do not use this form to assert any pre-petition claims (i.e. claims arising prior to the petition date of May 6, 2024).

Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment. Claims submitted without documented support may be subject to an objection by the Debtors. If such an objection occurs, you will be notified in writing.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

### **Part 1: Identify the Claim**

1. Who is the current creditor?	Greater Anesthesia Solutions, LLC <small>Name of the current creditor (the person or entity to be paid for this claim)</small>		
	<small>Other names the creditor used with the debtor _____</small>		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b> <small>Address1: 1875 Century Park East, 19th Floor, Care of: Victor A. Sahn - Greenspoon Marder LLP</small> <small>Address2: _____</small> <small>Address3: _____</small> <small>Address4: _____</small> <small>City: Los Angeles</small> <small>State: CA</small> <small>Postal Code: 90067</small> <small>Country: _____</small> <small>Contact phone (213) 626 - 2311</small> <small>Contact email victor.sahn@gmlaw.com</small>	<b>Where should payments to the creditor be sent? (if different)</b> <small>Address1: 1155 S. Power Rd., Suite 114PMB410, Care of: Scott Shumway</small> <small>Address2: _____</small> <small>Address3: _____</small> <small>Address4: _____</small> <small>City: Mesa</small> <small>State: AZ</small> <small>Postal Code: 85206</small> <small>Country: _____</small> <small>Contact phone (800) 402-0881, 510</small> <small>Contact email sshumway@greatergas.com</small>	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ <small>Filed on _____ / _____ / _____</small>		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

**Part 2: Give Information About the Claim**

6. How much is the administrative expense claim?	\$ 536,025.75			
7. What is the basis of the claim? (for example, Goods Sold, Services Performed, Taxes, etc)	Anesthesia Services Performed Pursuant to Contract.			
8 At which hospital, and at what period of time was the administrative claim incurred? (Specify the amount per period)		On or after 5/6/2024		
	Sharon Regional Medical Center	\$		
	Carney Hospital	\$		
	Nashoba Valley Medical Center	\$		
		5/6/2024 to 9/10/2024	9/11/2024 to 10/2/2024	On or after 10/3/2024
	Tempe St. Luke's Hospital	\$ 141735.44	\$	\$
	Mountain Vista Medical Center	\$ 394290.31	\$	\$
	Florence Hospital	\$	\$	\$
		5/6/2024 to 9/10/2024	9/11/2024 to 10/16/2024	On or after 10/17/2024
	Odessa Regional Medical Center	\$	\$	\$
	Scenic Mountain Medical Center	\$	\$	\$
		5/6/2024 to 9/10/2024	9/11/2024 to 10/30/2024	On or after 10/31/2024
	Coral Gables Hospital	\$	\$	\$
	Florida Medical Center	\$	\$	\$
	Glenwood Regional Medical Center	\$	\$	\$
	Hialeah Hospital	\$	\$	\$
		5/6/2024 to 9/10/2024	9/11/2024 to 10/30/2024	On or after 10/31/2024
	Hillside Rehabilitation Hospital	\$	\$	\$
	Medical Center of Southeast TX (Port Arthur)	\$	\$	\$
	North Shore Medical Center	\$	\$	\$
	Palmetto General Hospital	\$	\$	\$
	St. Joseph's Medical Center	\$	\$	\$
	Trumbull Regional Medical Center	\$	\$	\$
		5/6/2024 to 9/19/2024	On or after 9/20/2024	
	Wadley Regional Medical Center at Hope	\$	\$	
		5/6/2024 to 9/30/2024	On or after 10/1/2024	
	Good Samaritan Medical Center	\$	\$	
	Holy Family Haverhill Hospital	\$	\$	
	Holy Family Methuen Hospital	\$	\$	
	Morton Hospital	\$	\$	
Saint Anne's Hospital	\$	\$		
Saint Elizabeth's Medical Center	\$	\$		
	5/6/2024 to 10/2/2024	On or after 10/3/2024		
St. Luke's Behavioral Health – Arizona	\$	\$		
	5/6/2024 to 10/23/2024	On or after 10/24/2024		
Melbourne Regional Medical Center	\$	\$		
Rockledge Regional Medical Center	\$	\$		
Sebastian River Medical Center	\$	\$		
	5/6/2024 to 10/31/2024	On or after 11/1/2024		
Wadley Regional Medical Center (Texas)	\$	\$		

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it.**  
**FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.**  
18 U.S.C. §§ 152, 157, and 3571.

*Check the appropriate box:*

- I am the creditor.  
 I am the creditor's attorney or authorized agent.  
 I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
 I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/13/2024 (mm/dd/yyyy)

Scott Shumway

Signature

**Print the name of the person who is completing and signing this claim:**

Name	<b>Scott Shumway</b>		
	First name	Middle name	Last name
Title	<b>Chief Administrative Officer</b>		
Company	<b>General Anesthesia Solutions, LLC</b>		
Identify the corporate servicer as the company if the authorized agent is a servicer. <b>1155 S Power Road, Suite 114PMB410</b>			
Address	Number	Street	
	<b>Mesa</b>	<b>AZ</b>	<b>85206</b>
Contact phone	City	State	ZIP Code
	<b>(800) 402-0881, 510</b>		<b>sshumway@greatergas.com</b>

Additional Noticing Addresses (if provided):

**Additional Address 1**

Name:

Address1:

Address2:

Address3:

Address4:

City:

State:

Postal Code:

Country:

Contact Phone:

Contact Email:

---

**Additional Address 2**

Name:

Address1:

Address2:

Address3:

Address4:

City:

State:

Postal Code:

Country:

Contact Phone:

Contact Email:

Additional Supporting Documentation Provided

- Yes  
 No
- 

Attachment Filename:

GAS Proof of Claim final.pdf

# United States Bankruptcy Court, Southern District of Texas

Fill in this information to identify the case (Select only one Debtor per claim form):

## Debtor Name and Case Number:

Steward Health Care System LLC (Case No. 24-90213)



## **Proof of Administrative Expense Claim**

Read the instructions before filling out this form. This form is for asserting claims entitled to administrative priority pursuant to 11 U.S.C. § 503(b) and 11 U.S.C. § 507(a)(2) against one of the below Debtors arising on or after May 6, 2024. Do not use this form to assert any pre-petition claims (i.e. claims arising prior to the petition date of May 6, 2024).

Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment. Claims submitted without documented support may be subject to an objection by the Debtors. If such an objection occurs, you will be notified in writing.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

### Part 1: Identify the Claim

1. Who is the current creditor?	Greater Anesthesia Solutions, LLC  Name of the current creditor (the person or entity to be paid for this claim)  Other names the creditor used with the debtor		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>  Victor A. Sahn-Greenspoon Marder Name 1875 Century Park East, 19th Floor Number Street Los Angeles CA 90067 City State Postal Code USA Country Contact phone 213 626 2311 Contact email victor.sahn@gmlaw.com	<b>Where should payments to the creditor be sent? (if different)</b>  Greater Anesthesia Solutions, LLC Name 1155 S. Power Rd., Suite 114PMB410 Number Street Mesa AZ 85206 City State Postal Code USA Country Contact phone 800 402 0881, ext. 510 Contact email sshumway@greatergas.com	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ <span style="float: right;">Filed on _____ / _____ / _____</span>		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

**Part 2: Give Information About the Claim**

6. How much is the administrative expense claim?	\$ 536,025.75			
7. What is the basis of the claim? (for example, Goods Sold, Services Performed, Taxes, etc)	Anesthesia Services Performed Pursuant to Contract. On question #8, below, services were performed at Mountain Vista Medical Center and Tempe St. Luke's Hospital.			
8 At which hospital, and at what period of time was the administrative claim incurred? (Specify the amount per period)		On or after 5/6/2024		
	Sharon Regional Medical Center	\$		
	Carney Hospital	\$		
	Nashoba Valley Medical Center	\$		
		5/6/2024 to 9/10/2024	9/11/2024 to 10/2/2024	On or after 10/3/2024
	Tempe St. Luke's Hospital	\$ 141,735.44	\$	\$
	Mountain Vista Medical Center	\$ 394,290.31	\$	\$
	Florence Hospital	\$	\$	\$
		5/6/2024 to 9/10/2024	9/11/2024 to 10/16/2024	On or after 10/17/2024
	Odessa Regional Medical Center	\$	\$	\$
	Scenic Mountain Medical Center	\$	\$	\$
		5/6/2024 to 9/10/2024	9/11/2024 to 10/30/2024	On or after 10/31/2024
	Coral Gables Hospital	\$	\$	\$
	Florida Medical Center	\$	\$	\$
	Glenwood Regional Medical Center	\$	\$	\$
	Hialeah Hospital	\$	\$	\$
		5/6/2024 to 9/10/2024	9/11/2024 to 10/30/2024	On or after 10/31/2024
	Hillside Rehabilitation Hospital	\$	\$	\$
	Medical Center of Southeast TX (Port Arthur)	\$	\$	\$
	North Shore Medical Center	\$	\$	\$
	Palmetto General Hospital	\$	\$	\$
	St. Joseph's Medical Center	\$	\$	\$
	Trumbull Regional Medical Center	\$	\$	\$
		5/6/2024 to 9/19/2024	On or after 9/20/2024	
	Wadley Regional Medical Center at Hope	\$	\$	
		5/6/2024 to 9/30/2024	On or after 10/1/2024	
	Good Samaritan Medical Center	\$	\$	
	Holy Family Haverhill Hospital	\$	\$	
	Holy Family Methuen Hospital	\$	\$	
	Morton Hospital	\$	\$	
Saint Anne's Hospital	\$	\$		
Saint Elizabeth's Medical Center	\$	\$		
	5/6/2024 to 10/2/2024	On or after 10/3/2024		
St. Luke's Behavioral Health – Arizona	\$	\$		
	5/6/2024 to 10/23/2024	On or after 10/24/2024		
Melbourne Regional Medical Center	\$	\$		
Rockledge Regional Medical Center	\$	\$		
Sebastian River Medical Center	\$	\$		
	5/6/2024 to 10/31/2024	On or after 11/1/2024		
Wadley Regional Medical Center (Texas)	\$	\$		

**Part 3: Sign Below**

**The person completing this proof of claim must sign and date it.**  
**FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.**  
**18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

- I am the creditor.  
 I am the creditor's attorney or authorized agent.  
 I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
 I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 12/10/2024 (mm/dd/yyyy)

  
Signature

**Print the name of the person who is completing and signing this claim:**

Name	Scott	Shumway
	First name	Middle name
Title	Chief Administrative Officer	
Company	General Anesthesia Solutions, LLC	
	Identify the corporate servicer as the company if the authorized agent is a servicer.	
Address	1155 S Power Road, Suite 114PMB410	
	Number	Street
	Mesa, Arizona 85206	
	City	State
Contact phone	800-402-0881, ext. 510	ZIP Code
		Email
	<u>sshumway@greatergas.com</u>	

**Greater Anesthesia Solutions, LLC**

1155 S Power Rd Ste 114PMB410  
 Mesa, AZ 85206  
 8004020881  
 payables@greatergas.com  
 www.greatergas.com

**INVOICE****BILL TO**

Steward Health Care Arizona  
 4801 East Washington St  
 Suite 200  
 Phoenix, Arizona 85034

**INVOICE #** 25602**DATE** 08/31/2024**DUE DATE** 10/13/2024**TERMS** Net 30

DATE	ACCOUNT SUMMARY	AMOUNT
07/31/2024	Balance Forward	814,714.12
	Other payments and credits after 07/31/2024 through 08/30/2024	-422,910.47
08/31/2024	Other invoices from this date	0.00
	New charges (details below)	426,272.15
	Total Amount Due	818,075.80

ACTIVITY	AMOUNT
NRG Anesthesia Subsidy	301,480.45
Anesthesia Services for AUG 2024 INVOICE MVMC	
NRG Anesthesia Subsidy	17,356.78
Anesthesia Services for AUG 2024 INVOICE MVMC PAT	
NRG Anesthesia Subsidy	107,434.92
Anesthesia Services for AUG 2024 INVOICE TSL	

AUG 2024 INVOICE	TOTAL OF NEW CHARGES	426,272.15
	BALANCE DUE	<b>\$818,075.80</b>

**Greater Anesthesia Solutions, LLC**

1155 S Power Rd Ste 114PMB410  
 Mesa, AZ 85206  
 8004020881  
 payables@greatergas.com  
 www.greatergas.com

**INVOICE****BILL TO**

Steward Health Care Arizona  
 4801 East Washington St  
 Suite 200  
 Phoenix, Arizona 85034

**INVOICE #** 25611**DATE** 09/30/2024**DUE DATE** 11/14/2024**TERMS** Net 30

DATE	ACCOUNT SUMMARY	AMOUNT
08/31/2024	Balance Forward	818,075.80
	Other payments and credits after 08/31/2024 through 09/29/2024	-391,803.65
09/30/2024	Other invoices from this date	0.00
	New charges (details below)	109,753.60
	Total Amount Due	536,025.75

ACTIVITY	AMOUNT
NRG Anesthesia Subsidy	70,283.41
Anesthesia Services for SEP 1-10, 2024 INVOICE MVMC	
NRG Anesthesia Subsidy	5,169.67
Anesthesia Services for SEP 1-10, 2024 INVOICE MVMC PAT	
NRG Anesthesia Subsidy	34,300.52
Anesthesia Services for SEP 1-10, 2024 INVOICE TSL	

SEP 2024 INVOICE	TOTAL OF NEW CHARGES	109,753.60
	BALANCE DUE	<b>\$536,025.75</b>

**Invoice Due: 2023-08-01 - 2024-08-31**

Date	Cases	External Collections	Payments	Refunds	Net Cash Collections	Staffing Fees	Management	Total Cost	NRG Gap	Past Invoice	Current Invoice Due
2023-08-01	961	(\$9,094.84)	(\$341,786.62)	\$43.65	(\$350,837.81)	\$869,726.00	\$865,722.60	\$956,698.60	\$605,860.79	\$605,860.79	-
2023-09-01	892	(\$3,383.26)	(\$257,263.35)	\$62.91	(\$260,583.70)	\$787,791.00	\$78,779.10	\$866,570.10	\$605,986.40	\$605,986.40	-
2023-10-01	946	(\$3,459.62)	(\$260,723.59)	\$561.55	(\$263,622.16)	\$753,627.00	\$75,362.70	\$828,989.70	\$565,368.04	\$565,368.04	-
2023-11-01	806	(\$560.90)	(\$340,412.90)	\$62.84	(\$340,990.96)	\$750,138.00	\$75,013.80	\$825,151.80	\$484,160.84	\$484,160.84	-
2023-12-01	747	(\$977.73)	(\$282,994.66)	\$0.00	(\$283,972.39)	\$756,072.00	\$75,607.20	\$831,679.20	\$547,706.81	\$547,706.81	-
2024-01-01	764	(\$4,821.20)	(\$311,309.39)	\$463.41	(\$315,667.18)	\$780,968.00	\$78,096.80	\$859,064.80	\$543,397.62	\$543,397.62	-
2024-02-01	790	(\$1,709.88)	(\$271,160.05)	\$6,244.90	(\$266,625.03)	\$731,832.00	\$73,183.20	\$805,015.20	\$538,390.17	\$538,390.17	-
2024-03-01	782	(\$3,423.73)	(\$271,980.99)	\$0.00	(\$275,404.72)	\$739,498.00	\$73,949.80	\$813,447.80	\$538,043.08	\$538,043.08	-
2024-04-01	797	(\$1,547.10)	(\$340,640.99)	\$840.61	(\$341,347.48)	\$723,210.00	\$72,321.00	\$795,531.00	\$454,183.52	\$454,183.52	-
2024-05-01	792	(\$1,084.49)	(\$334,288.32)	\$5,346.05	(\$330,026.76)	\$700,419.00	\$70,041.90	\$770,460.90	\$440,434.14	\$440,434.14	-
2024-06-01	624	(\$1,245.98)	(\$231,899.31)	\$76.26	(\$233,069.03)	\$596,345.00	\$59,634.50	\$655,979.50	\$422,910.47	\$422,910.47	-
2024-07-01	674	(\$1,929.64)	(\$259,926.00)	(\$203.81)	(\$262,059.45)	\$594,421.00	\$59,421.00	\$653,863.10	\$391,803.65	\$391,803.65	-
2024-08-01	726	(\$1,114.03)	(\$291,980.42)	\$64.00	(\$292,980.45)	\$653,866.00	\$65,386.60	\$719,252.60	\$426,272.15	\$426,272.15	-
Total	10301	(\$34,432.40)	(\$3,796,316.59)	\$13,562.37	(\$3,817,186.62)	\$9,437,913.00	\$10,381,704.30	\$6,564,517.68	\$6,138,245.53	\$6,138,245.53	-



Anesthesia Services and Collections <b>Facility</b>	<b>Staffing Fees</b>	<b>Management</b>	<b>Cash Collections</b>	<b>Net Due</b>
Mountain Vista-Main	\$327,726.00	\$32,772.60	(\$173,261.58)	\$187,237.02
Mountain Vista CVT	\$65,700.00	\$6,570.00	(\$1,684.42)	\$70,581.58
Mountain Vista OB	\$83,460.00	\$8,346.00	(\$48,144.15)	\$43,661.85
MVMC-PAT	\$16,852.00	\$1,685.20	(\$1,180.42)	\$17,356.78
Mountain Vista-Main Subtotal	\$493,738.00	\$49,373.80	(\$224,274.57)	\$318,837.23
Tempe St Lukes Medical Center	\$160,128.00	\$16,012.80	(\$68,705.88)	\$107,434.92
Tempe St Lukes Medical Center Subtotal	\$160,128.00	\$16,012.80	(\$68,705.88)	\$107,434.92
<b>Total</b>	<b>\$653,866.00</b>	<b>\$65,386.60</b>	<b>(\$292,980.45)</b>	<b>\$426,272.15</b>


**Mountain Vista-Main: Aug 1, 2024 - Aug 31, 2024**

Coverage Group	Coverage	Staffing Count	Staffing/Day	Staffing to Contract (%)	Cost
Surgery Weekdays					
	CRNA 7a-3p	94	4.27		\$124,080.00
	CRNA 7a-5p	22	1		\$36,300.00
	CRNA 3p-11p	22	1	100%	\$29,920.00
	MD 7a-5p	22	1	100%	\$55,000.00
	PAT 8a-5p	22	1	100%	\$16,852.00
Surgery Weekday Call					
	CRNA Call 11p-7a	22	1	100%	\$14,520.00
	MD Call 5p-7a	22	1	100%	\$17,160.00
Surgery Weekends					
	CRNA WE 7a-5p	9	1	100%	\$15,300.00
Surgery Weekends Call					
	CRNA Call WE 5p-7a	9	1	100%	\$6,300.00
	MD Call WE 7a-7a	9	1	100%	\$10,080.00
Labor & Delivery					
	L&D CRNA	22	0.71	100%	\$58,080.00
	Weekend L&D CRNA	9	0.29	100%	\$25,380.00
Surgery Cardio-Thoracic					
	CRNA Cardiac 7a-5p	21	0.68	68%	\$37,800.00
	CRNA Cardiac Call 5p-7a	21	0.68	68%	\$18,900.00
	CRNA Cardiac Call 7a-7a	10	0.32	32%	\$9,000.00
Admin					
	Site Admin/Chief/Director				\$9,331.00
Additional Hours	Additional Hours	30			\$9,735.00


**Mountain Vista-Main: Aug 1, 2024 - Aug 31, 2024**

Date	Shift	Additional Hours	Additional Fee
2024-07-02	MV WD 0700 8	1	\$165.00
2024-07-05	MV WD 0700 8	2	\$330.00
2024-07-09	MV WD 0700 8	3	\$495.00
2024-07-09	MV WD 0700 8	2	\$330.00
2024-07-10	MV WD 0700 8	2	\$330.00
2024-07-10	MV WD 0700 8	4	\$660.00
2024-07-10	MV WD 0700 8	2	\$330.00
2024-07-11	MV WD 0700 8	1	\$165.00
2024-07-12	MV WD 0700 8	2	\$330.00
2024-07-12	MV WD 0700 8	1	\$165.00
2024-07-12	MV WD 0700 8	1	\$165.00
2024-07-16	MV WD 0700 8	2	\$330.00
2024-07-18	MV WD 0700 8	1	\$165.00
2024-07-19	MV WD 0700 8	3	\$495.00
2024-07-23	MV WD 0700 8	3	\$495.00
2024-07-23	MV WD 0700 8	1	\$165.00
2024-07-24	MV WD 0700 8	1	\$165.00
2024-07-24	MV WD 0700 8	2	\$330.00
2024-07-25	MV WD 0700 8	3	\$495.00
2024-07-26	MV WD 0700 8	1	\$165.00
2024-07-26	MV WD 0700 8	1	\$165.00
2024-07-26	MV WD 0700 8	5	\$825.00
2024-07-29	MV WD 0700 8	1	\$165.00
2024-08-07	MV WD 0700 8	1	\$165.00
2024-08-09	MV WD 0700 8	5	\$825.00
2024-08-13	MV WD 0700 8	1	\$165.00
2024-08-14	MV WD 0700 8	1	\$165.00
2024-08-22	MV WD 0700 8	2	\$330.00
2024-08-23	MV WD 0700 8	2	\$330.00
2024-08-28	MV WD 0700 8	2	\$330.00
<b>Total</b>		<b>30</b>	<b>\$9,735.00</b>



### Tempe St Lukes Medical Center: Aug 1, 2024 - Aug 31, 2024

Coverage Group	Coverage	Staffing Count	Staffing/Day	Staffing to Contract (%)	Cost
Surgery Weekdays					
	CRNA 7a-3p	51	2.32		\$67,320.00
	CRNA 3p-11p	22	1	100%	\$29,920.00
Surgery Weekday Call					
	CRNA Call 11p-7a	22	1	100%	\$14,520.00
	MD Call 7p-7a	22	1	100%	\$11,440.00
Surgery Weekends					
	CRNA WE 7a-5p	9	1	100%	\$15,300.00
Surgery Weekends Call					
	CRNA Call WE 5p-7a	9	1	100%	\$6,300.00
	MD WE Call 7a-7a	9	1	100%	\$7,560.00
Admin					
	Site Admin/Chief/Director				\$6,448.00
Additional Hours	Additional Hours	6			\$1,320.00

**Tempe St Lukes Medical Center: Aug 1, 2024 - Aug 31, 2024**

Date	Shift	Additional Hours	Additional Fee
2024-07-09	TSL WD 0700 8	2	\$330.00
2024-07-11	TSL WD 0700 8	1	\$165.00
2024-07-15	TSL WD 0700 8	2	\$330.00
2024-07-30	TSL WD 0700 8	1	\$165.00
2024-08-15	TSL WD 0700 8	1	\$165.00
2024-08-20	TSL WD 0700 8	1	\$165.00
<b>Total</b>		<b>6</b>	<b>\$1,320.00</b>



**Invoice Due: 2024-08-01 - 2024-09-30**

Date	Cases	External Collections	Payments	Refunds	Net Cash Collection	Staffing Fees	Management	Total Cost	NRG Gap	Past Invoice	Current Invoice Due
2024-09-01	596	(\$414.76)	(\$313,760.53)	\$2,009.59	\$312,165.70	\$583,115.00	\$58,311.50	\$641,426.50	\$329,260.80	-	\$329,260.80
Total	596	(\$414.76)	(\$313,760.53)	\$2,009.59	(\$312,165.70)	\$583,115.00	\$58,311.50	\$641,426.50	\$329,260.80	\$0.00	-



### Anesthesia Services and Collections

Facility	Staffing Fees	Management	Cash Collections	Net Due
Mountain Vista-Main	\$271,470.00	\$27,147.00	(\$201,835.70)	\$96,781.30
Mountain Vista CVT	\$73,800.00	\$7,380.00	(\$6,027.30)	\$75,152.70
Mountain Vista OB	\$80,820.00	\$8,082.00	(\$49,985.78)	\$38,916.22
MVMC-PAT	\$15,320.00	\$1,532.00	(\$1,342.98)	\$15,509.02
Mountain Vista-Main Subtotal	\$441,410.00	\$44,141.00	(\$259,191.76)	\$226,359.24
Tempe St Lukes Medical Center	\$141,705.00	\$14,170.50	(\$52,780.68)	\$103,094.82
St Lukes Medical Center LP	\$0.00	\$0.00	(\$193.26)	(\$193.26)
Tempe St Lukes Medical Center Subtotal	\$141,705.00	\$14,170.50	(\$52,973.94)	\$102,901.56
<b>Total</b>	<b>\$583,115.00</b>	<b>\$58,311.50</b>	<b>(\$312,165.70)</b>	<b>\$329,260.80</b>


**Mountain Vista-Main: Sep 1, 2024 - Sep 30, 2024**

Coverage Group	Coverage	Staffing Count	Staffing/Day	Staffing to Contract (%)	Cost
Surgery Weekdays					
	CRNA 7a-3p	68	3.4		\$89,760.00
	CRNA 7a-5p	16	0.8		\$26,400.00
	CRNA 3p-11p	20	1	100%	\$27,200.00
	MD 7a-5p	20	1	100%	\$50,000.00
	PAT 8a-5p	20	1	100%	\$15,320.00
Surgery Weekday Call					
	CRNA Call 11p-7a	20	1	100%	\$13,200.00
	MD Call 5p-7a	20	1	100%	\$15,600.00
Surgery Weekends					
	CRNA WE 7a-5p	9	1	100%	\$15,300.00
Surgery Weekends Call					
	CRNA Call WE 5p-7a	9	1	100%	\$6,300.00
	MD Call WE 7a-7a	9	1	100%	\$10,080.00
Labor & Delivery					
	L&D CRNA	21	0.7	100%	\$55,440.00
	Weekend L&D CRNA	9	0.3	100%	\$25,380.00
Surgery Cardio-Thoracic					
	CRNA Cardiac 7a-5p	26	0.87	87%	\$46,800.00
	CRNA Cardiac Call 5p-7a	26	0.87	87%	\$23,400.00
	CRNA Cardiac Call 7a-7a	4	0.13	13%	\$3,600.00
Surgery Holiday					
	CRNA 7a-3p	1			\$1,320.00
	CRNA 3p-11p	1			\$1,360.00
	CRNA Call 11p-7a	1			\$660.00
	MD 7a-5p	1			\$2,500.00
	MD Call 5p-7a	1			\$780.00
Admin	Site Admin/Chief/Director				\$9,030.00

**Mountain Vista-Main: Sep 1, 2024 - Sep 30, 2024**

Date	Shift	Additional Hours	Additional Fee
2024-08-16	CRNA 7a-5p	1	\$165.00
2024-09-06	CRNA 7a-3p	1	\$165.00
2024-09-13	CRNA 7a-3p	3	\$495.00
2024-09-20	CRNA 7a-3p	6	\$990.00
2024-09-24	CRNA 7a-3p	1	\$165.00
Total		5	12 \$1,980.00



### Tempe St Lukes Medical Center: Sep 1, 2024 - Sep 30, 2024

Coverage Group	Coverage	Staffing Count	Staffing/Day	Staffing to Contract (%)	Cost
Surgery Weekdays					
	CRNA 7a-3p	39	1.95		\$51,480.00
	CRNA 3p-11p	20	1	100%	\$27,200.00
Surgery Weekday Call					
	CRNA Call 11p-7a	20	1	100%	\$13,200.00
	MD Call 7p-7a	20	1	100%	\$10,400.00
Surgery Weekends					
	CRNA WE 7a-5p	9	1	100%	\$15,300.00
Surgery Weekends Call					
	CRNA Call WE 5p-7a	9	1	100%	\$6,300.00
	MD WE Call 7a-7a	9	1	100%	\$7,560.00
Surgery Holiday					
	CRNA 7a-3p	1			\$1,320.00
	CRNA 3p-11p	1			\$1,360.00
	CRNA Call 11p-7a	1			\$660.00
	MD Call 7p-7a	1			\$520.00
Admin					
	Site Admin/Chief/Director				\$6,240.00

**Tempe St Lukes Medical Center: Sep 1, 2024 - Sep 30, 202**

Date	Shift	Additional Hours	Additional Fee
2024-09-05	CRNA 7a-3p	1	\$165.00
Total		1	\$165.00

Electronic Proof of Claim Confirmation: 3555-97-ZEBIL-169055104

Claim Electronically Submitted on (UTC) : 2024-12-13T01:08:22.441Z

Submitted by: Greater Anesthesia Solutions, LLC  
victor.sahn@gmlaw.com

# **Greater Anesthesia Solutions' Plan of Reorganization Consent Program Opt-Out Form**

**OPTIONAL: CONSENT PROGRAM OPT-OUT FORM**

You are receiving this opt-out form (the “**Consent Program Opt-Out Form**”) because you are a holder (a “**Holder**”) of an Administrative Expense Claim against Steward Health Care System LLC and its debtor affiliates (collectively, the “**Debtors**”) that is entitled to participate in the Administrative Expense Claims Consent Program in connection with the *Joint Chapter 11 Plan of Liquidation of Steward Health Care Systems LLC and Its Affiliated Debtors*, filed on [●], 2025 (Docket No. [●]) (as may be modified, amended, or supplemented, the “**Plan**”).<sup>1</sup> A Holder of Administrative Expense Claims is deemed to have elected to participate in the Administrative Expense Claims Consent Program set forth below **unless such Holder affirmatively opts out by completing Item 2 and Item 3 of this Consent Program Opt-Out Form and submitting such completed Consent Program Opt-Out Form in accordance with the procedures set forth below so that it is actually received by Kroll Restructuring Administration (“Kroll” or the “Voting Agent”) on or before 5:00 P.M. (Central Time) on July 2, 2025 (the “Consent Program Opt-Out Deadline”)**.

If you are a Holder of an Administrative Expense Claim against the Debtors and choose to opt out of the Administrative Expense Claims Consent Program, please submit your election to opt out through one of the following methods: (i) completing, signing, dating, and returning this Consent Program Opt-Out Form promptly in the enclosed reply envelope provided, or otherwise via first class mail, overnight courier, or hand delivery to the Voting Agent at the address set forth below, so that it is received by the Voting Agent prior to the Consent Program Opt-Out Deadline, or (ii) by completing and signing the electronic version of your Consent Program Opt-Out Form and submitting it via the Online Portal located at <https://restructuring.ra.kroll.com/Steward/>. Instructions for submitting this Consent Program Opt-Out Form via either of the specified, valid methods are outlined later in this document.

**If you received this Consent Program Opt-Out Form, but do not timely, properly, and affirmatively opt out, you shall be deemed to have consented to the Administrative Expense Claims Consent Program, and your Administrative Expense Claim will be deemed Allowed in the amount listed in Item 1 below next to “Settled Administrative Expense Claim,” which is equal to 50% of the Reconciled Amount (as defined below).**

If you have any questions about the status of your Claim or if you wish to obtain paper copies of the Plan and the Disclosure Statement, you may contact the Voting Agent, by : (a) calling (646) 893-5546 (international, toll) or (888) 505-1257 (U.S./Canada, toll free), (b) writing to Steward Health Care System LLC Ballot Processing, c/o Kroll Restructuring Administration LLC, 850 3rd Avenue, Suite 412, Brooklyn, NY 11232 (if by first class mail, hand delivery or overnight mail), or (c) emailing [stewardinfo@ra.kroll.com](mailto:stewardinfo@ra.kroll.com) with “Steward Health Solicitation Inquiry” in the subject line. Please be advised that Kroll cannot provide legal advice.

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan or the *Disclosure Statement for Joint Chapter 11 Plan of Liquidation of Steward Health Care System LLC and Its Affiliated Debtors*, filed on [●], 2025 (Docket No. [●]) (as may be amended, supplemented, or otherwise modified from time to time, the “**Disclosure Statement**”), as applicable.

Copies of the Plan and Disclosure Statement can also be accessed, free of charge, online at <https://restructuring.ra.kroll.com/Steward/>. You may also access electronic copies of the Plan, Disclosure Statement, and any other solicitation materials via the QR Code below.



**To ensure that your hard copy Consent Program Opt-Out Form is counted, clearly sign and timely return your properly completed Consent Program Opt-Out Form in the enclosed prepaid pre-addressed business reply envelope, or via first-class mail, overnight courier, or hand delivery to:**

**Paper Copy Consent Program Opt-Out Form Submission**

Steward Health Care System LLC Ballot Processing Center  
c/o Kroll Restructuring Administration LLC  
850 3rd Avenue, Suite 412  
Brooklyn, NY 11232

**THIS CONSENT PROGRAM OPT-OUT FORM MUST BE ACTUALLY RECEIVED BY THE VOTING AGENT BY THE CONSENT PROGRAM OPT-OUT DEADLINE. IF THE CONSENT PROGRAM OPT-OUT FORM IS RECEIVED AFTER THE CONSENT PROGRAM OPT-OUT DEADLINE, IT WILL NOT BE COUNTED AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE FINAL SETTLEMENT AND COMPROMISE OF YOUR ADMINISTRATIVE EXPENSE CLAIM(S) IN THE AMOUNT LISTED IN ITEM 1 BELOW NEXT TO “SETTLED ADMINISTRATIVE EXPENSE CLAIM” IN EXCHANGE FOR THE TREATMENT PROVIDED IN THE ADMINISTRATIVE EXPENSE CLAIMS CONSENT PROGRAM SET FORTH BELOW.**

**Item 1. Amount of Administrative Expense Claim.** As of May 21, 2025, (the “Administrative Claims Record Date”) the Debtors’ books and records show that you held unpaid Administrative Expense Claims in the aggregate amount listed in the table below as the “Reconciled Amount.” If you do not opt out of the Administrative Expense Claims Consent Program, your Administrative Expense Claim will be deemed allowed in an amount equal to **50%** of the Reconciled Amount (the “Settled Administrative Expense Claim”) and you will receive

an accelerated payment on account of and toward your Settled Administrative Expense Claim in accordance with the Administrative Expense Claims Consent Program (as set forth below).

<b>Reconciled Amount</b>	\$ _____
<b>Settled Administrative Expense Claim</b>	\$ _____

If you disagree with the amount listed as the Reconciled Amount but still wish to participate in the Administrative Expense Claims Consent Program, you are encouraged to contact the Debtors' advisors as soon as possible upon receipt of this form at stewardvendorteam@weil.com and stewardclaims@alixpartners.com.

**Item 2. Administrative Expense Claims Consent Program.**

**CRITICAL INFORMATION REGARDING ADMINISTRATIVE EXPENSE CLAIMS AND PROCEDURES FOR AGREEING TO DIFFERENT TREATMENT**

Generally, holders of administrative expense claims that have become allowed by the Bankruptcy Court are entitled to be paid the allowed amount of such administrative expense claims in full as a condition to the effectiveness of a chapter 11 plan. However, holders of administrative expense claims can agree to "different treatment" for such claim and such agreement can enable a debtor to confirm and consummate a chapter 11 plan.

In light of the amount of secured, administrative, and priority claims against the Debtors' estates, as well as the forecasted timeline for the Debtors to monetize and collect on their remaining assets (including significant litigation claims), the Debtors anticipate that there will be a significant executory period between the Confirmation Date of the Plan and the Effective Date of the Plan. Accordingly, to accelerate (i) cash payments to consenting Holders of Allowed Administrative Expense Claims reasonably promptly after the Confirmation Date of the Plan, and (ii) the consummation of the Plan, the Plan provides for the Administrative Expense Claims Consent Program.

**Pursuant to the Plan, each holder of an Administrative Expense Claim that is entitled to participate in the Administrative Expense Claims Consent Program and does not timely, properly, and affirmatively opt-out will:**

- i. have its Administrative Expense Claim deemed allowed in the amount listed as the Settled Administrative Expense Claim in **Item 1** above, which is equal to 50% of the amount set forth in the Debtors' books and records (*i.e.*, the Reconciled Amount in **Item 1** above); and
- ii. receive an accelerated payment following the Confirmation Date on account of and toward their Settled Administrative Expense Claim, which shall consist of a pro rata portion up to the Settled Administrative Expense Claim of a distribution equal to \$12.5 million (the "Settled Administrative Expense Claims Cash Pool") following the Confirmation

Date.

If your distribution under the Settled Administrative Expense Claims Cash Pool is less than your Settled Administrative Expense Claim as listed in Item 1, the remainder of your Settled Administrative Expense Claim will be paid on the Effective Date in accordance with Section 2.1 of the Plan.

Regardless of your election herein, any Administrative Expense Claims accrued after the Administrative Claims Record Date will be treated in accordance with Section 2.1 of the Plan.

**If you choose to opt-out of the Administrative Expense Claims Consent Program**, your Administrative Expense Claim will be treated in accordance with Section 2.1(a) of the Plan and, to the extent such Administrative Expense Claim becomes Allowed by the Bankruptcy Court (through settlement or adjudication), such Allowed Administrative Expense Claim will be paid in full on the later of (a) the Effective Date, (b) the first Business Day after the date that is forty-five (45) calendar days after the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, and (c) the next Plan Distribution Date (as defined in the Plan) after such Administrative Expense Claim becomes an Allowed Administrative Expense Claim.

The timing of the Effective Date and distributions to Holders of Allowed Administrative Expense Claims are indeterminate and may depend in part on the level of participation in the Administrative Expense Claims Consent Program. The Debtors anticipate that the more Holders that choose to opt-out of the Administrative Expense Claims Consent Program, the longer it will take for the Debtors to have sufficient cash to satisfy all Allowed Administrative Expense Claims, thus ultimately delaying or even potentially contributing risking the occurrence of the Effective Date. In addition, the Administrative Expense Claims Consent Program and any and all distributions contemplated thereby are contingent upon confirmation of the Plan. The Holders of Allowed Administrative Expense Claims will not have the option to receive expedited payment in exchange for a reduction of such Holders' Allowed Administrative Expense Claims in the event that the Plan is not confirmed. The Debtors believe they will be able to satisfy all Allowed Administrative Expense Claims in full as of the Effective Date regardless of participation in the Administrative Expense Claims Consent Program.

**The implementation of the Administrative Expense Claims Consent Program is conditioned upon sufficient participation in the Administrative Expense Claims Consent Program.** Specifically, at least 75% (in dollar amount) of the Debtors' estimated Allowed Administrative Expense Claims must participate in the Administrative Expense Claims Consent Program (the "**Minimum Participation Threshold**"). If Holders of more than 25% (in dollar amount) of the Debtors' estimated Allowed Administrative Expense Claims opt-out of the Administrative Expense Claims Consent Program, and unless such condition is waived by the Debtors and the Creditors' Committee, the Administrative Expense Claims Consent Program will not be consummated. If the Minimum Participation Threshold is not satisfied or waived by the Debtors and the Creditors' Committee, the Debtors' estates shall retain the Settled Administrative Expense Claims Cash Pool equal to \$12.5 million.

Please take notice that regardless of whether you participate in the Administrative Expense Claims Consent Program, the Debtors rights of setoff, recoupment, and any and all potential Claims (as

that term is defined in section 101(5) of the Bankruptcy Code) and causes of action of the Debtors and/or the Creditors' Committee, including under chapter 5 of the Bankruptcy Code or applicable law, are expressly preserved.

All Holders of Administrative Expense Claims **that do not timely, properly, and affirmatively opt-out** of the Administrative Expense Claims Consent Program by the Consent Program Opt-Out Deadline by completing and submitting a Consent Program Opt-Out Form in accordance with the procedures set forth herein will be deemed to have agreed to be bound by the terms of the Administrative Expense Claims Consent Program, including the settlement and compromise of your Administrative Expense Claim.

The Debtors will seek approval of the Administrative Expense Claims Consent Program by the Bankruptcy Court at the hearing to consider confirmation of the Plan scheduled to be held on July 11, 2025 at 9:00 a.m. (Central Time), before the Honorable Christopher M. Lopez, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Southern District of Texas Courtroom 401, 4th floor, 515 Rusk Avenue, Houston, TX 77002.

Procedures for the submission and tabulation of the Consent Program Opt-Out Forms (*i.e.*, the Consent Program Opt-Out Procedures) are located in paragraphs 26-28 of the Disclosure Statement Order.

**YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE DISCLOSURE STAEMENT AND THE PLAN, INCLUDING THE ADMINISTRATIVE EXPENSE CLAIM AND ADMINISTRATIVE EXPENSE CLAIMS CONSENT PROGRAM PROVISIONS THEREIN, AS YOUR RIGHTS MIGHT BE AFFECTED.**

**PURSUANT TO THE PLAN, IF YOU, AS A HOLDER OF CLAIMS WHO HAS BEEN GIVEN NOTICE OF THE OPPORTUNITY TO OPT OUT OF ADMINISTRATIVE EXPENSE CLAIMS CONSENT PROGRAM BUT DO NOT TIMELY, PROPERLY, AND AFFIRMATIVELY OPT OUT, YOU ARE AUTOMATICALLY DEEMED TO HAVE CONSENTED TO RECEIVE A PRO RATA DISTRIBUTION OF THE SETTLED ADMINISTRATIVE EXPENSE CLAIMS CASH POOL UP TO THE AMOUNT OF YOUR SETTLED ADMINISTRATIVE EXPENSE CLAIM.**

**By checking the box below, the undersigned Holder of Administrative Expense Claim(s), having received notice of the opportunity to opt out of the Administrative Expense Claims Consent Program:**

**Elects to OPT OUT of the Administrative Expense Claims Consent Program.**

**Item 3. Certifications.** By signing this Consent Program Opt-Out Form, the undersigned certifies that:

- a. as of the Administrative Claims Record Date, either: (i) the Holder is the Holder of Administrative Expense Claims; or (ii) the Holder is an

authorized signatory for an entity that is the Holder of Administrative Expense Claims;

- b. the undersigned has received a copy of this Consent Program Opt-Out Form; and
- c. no other Consent Program Opt-Out Form has been submitted with respect to the Holder's Administrative Expense Claims, or if any other Consent Program Opt-Out Forms have been submitted with respect to such Claims, then any such earlier Consent Program Opt-Out Forms are hereby revoked.

Name of Holder: Greater Anesthesia Solutions, LLC  
*(print or type)*

Signature: 

Name of Signatory: Victor A. Sahn, Esq. Attorney for Greater Anesthesia Solutions, LLC  
(*if other than Holder, include name and title*)

Title: Attorney for Greater Anesthesia Solutions, LLC

Address: Greenspoon Marder LLP  
1875 Century Park, East, Ste. 1900, Los Angeles, CA 90067  
\_\_\_\_\_  
\_\_\_\_\_

E-mail Address: Victor.Sahn@gmlaw.com

Date Completed: 06/30/25

**IF YOU WISH TO OPT OUT OF THE ADMINISTRATIVE EXPENSE CLAIMS CONSENT PROGRAM, PLEASE COMPLETE, SIGN, AND DATE THIS CONSENT PROGRAM OPT-OUT FORM AND RETURN IT TO THE VOTING AGENT VIA JUST ONE OF THE FOLLOWING METHODS SO THAT IT IS ACTUALLY RECEIVED BY THE VOTING AGENT ON OR BEFORE THE CONSENT PROGRAM OPT-OUT DEADLINE:**

**To Submit Your Consent Program Opt-Out Form Via Online Portal**

To submit your Consent Program Opt-Out Form via the Voting Agent's Online Portal, visit <https://restructuring.ra.kroll.com/Steward/>. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Consent Program Opt-Out Form.

**IMPORTANT NOTE:** You will need the following information to retrieve and submit your electronic Consent Program Opt-Out Form:

**Unique E-Opt-Out ID#: \_\_\_\_\_**

The Online Portal is the sole manner in which your Consent Program Opt-Out Form will be accepted via electronic or online transmission. Consent Program Opt-Out Forms submitted by facsimile, email or other means of electronic transmission will not be valid. Any Consent Program Opt-Out Form submitted through the Online Portal will be deemed to contain an electronic Holder signature that is immediately legally valid and effective.

Please complete and submit an electronic Consent Program Opt-Out Form for each Unique E-Opt-Out ID# you receive, as applicable. Holders who cast a Consent Program Opt-Out Form using the Online Portal should NOT also submit a paper copy of their Consent Program Opt-Out Form.

**To Submit Your Consent Program Opt-Out Form Via Paper Copy**

To submit your opt-out election via a paper Consent Program Opt-Out Form, review Item 1 and complete Items 2 and 3 above and submit your paper Consent Program Opt-Out Form in the pre-addressed, pre-paid return envelope provided, or otherwise, by first-class mail, hand delivery, or overnight courier to:

Steward Health Care System LLC Ballot Processing Center  
c/o Kroll Restructuring Administration LLC  
850 3rd Avenue, Suite 412  
Brooklyn, NY 11232

To arrange hand delivery of your Consent Program Opt-Out Form, please email the Voting Agent at [StewardBallots@ra.kroll.com](mailto:StewardBallots@ra.kroll.com) (with "Steward Consent Program Opt-Out Form Delivery" in the subject line) at least 24 hours prior to your arrival at the Kroll address above and provide the anticipated date and time of delivery.

# EXHIBIT 1

ORIGIN ID: CIBA (954) 491-1120  
 MARCO CORDERO ACTWGT: 1.001LB  
 GREENSPAN MARDER LLP REF: 82838.0001 IN RE STEWARD HEALTH  
 1875 CENTURY PARK EAST CAD: 104870230/NET4535  
 SUITE-1900 LOS ANGELES, CA 90067  
 UNITED STATES US

TO STEWARD HEALTH CARE SYSTEM LLC  
 C/O KROLL RESTRUCTURING ADM  
 850 3RD AVENUE  
 SUITE 412

BROOKLYN NY 11232

(323) 880-4520 X 3276 REF: 82838.0001 IN RE STEWARD HEALTH  
 INV. PO: \_\_\_\_\_

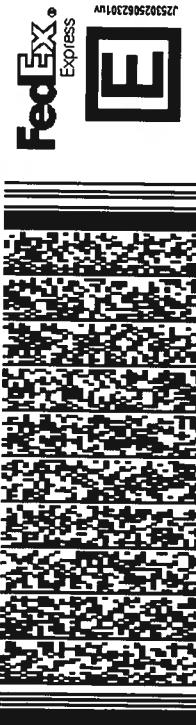
SHIP DATE: 30 JUN 25

ACTWGT: 1.001LB

CAD: 104870230/NET4535

BILL SENDER

586J3/D553/59F2



TUE - 01 JUL 10:30A  
 PRIORITY OVERNIGHT

TRK# 8824 1939 7951  
 0201

XAFBTA

NY-US EWR  
 11232



1. Fold the printed page along the horizontal line.
  2. Place label in shipping pouch and affix it to your shipment.
- CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH  
 After printing this label.

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FROM

CERTIFICATE OF SERVICE

I hereby certify that on the 1ST day of July, 2025, a true and correct copy of the foregoing pleading was filed and served via the Court's CM/ECF electronic noticing system to all attorneys of record registered to receive electronic service in this case.

/s/ Victor A. Sahn